

MAR 17 2021
IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT
OF GEORGIA.
JAMES N. HATFIELD, Clerk
BY: 

Umar Clark)

Plaintiff) CIVIL ACTION NO.

Vs.)

CARVANA)

And

BRIDGECREST.

Defendant)

1:21-CV-1113

VERIFIED COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT JUDGE:

NATURE OF ACTION

1. This action is for damages brought by the plaintiff for defendant's violations of 15 USC 1692. (hereinafter "FDCPA") which prohibits debt collectors from engaging in abusive, deceptive, and unfair practices. Truth In Lending Act, (hereinafter "TILA") which protects consumer transactions.
2. Plaintiff seeks to recover monetary damages for Defendant's violation of the "FDCPA", "TILA" and an injunction issued by this court preventing the Defendant from continuing its violative behaviors.
3. Service may be made upon Defendant in any other district in which it may be found pursuant to 28 U.S. Code 113

JURISDICTION AND VENUE.

4. Jurisdiction of this court arises under 15 U.S.C. 1601, and 15 U.S.C 1692. Venue is proper before this court pursuant to 28 U.S.C. 113 and 15 U.S.C 1692, where the acts and

transactions giving rise to Plaintiff's action occurred in this district, where plaintiff resides in this district, and/or where Defendants transacts business in this district.

PARTIES

5. Umar Clark ("Plaintiff"), is a natural person residing in Clayton County.
6. Plaintiff is a natural person and a consumer as defined under the FDCPA(15 USC 1692a(3)).

Defendant(s), Carvana/Bridgecrest is an entity who at all relevant times was engaged, by use of the mails and telephone, in the business of attempting to collect a "debt" from plaintiff, as defined by 15 U.S.C. 1692a(5) Defendant is a "debt collector"

FACTUAL ALLEGATIONS.

7. Plaintiff is a natural person obligated, or allegedly obligated, to pay a debt owed or due, or asserted to be owed or due a creditor other than Defendant.
8. Plaintiff's obligation, or alleged obligation, owed or due, or asserted to be owed or due a creditor other than Defendant, arises from a transaction in which the money, property, insurance or services that are the subject of the transaction were incurred primarily for personal, family or household purposes and Plaintiff incurred the obligation , or alleged obligation, owed or due, or asserted to be owed or due a creditor other than Defendant.
9. Defendant(s) uses instrumentalities of interstate commerce or the mails in a business the principal purpose of which is the collection of any debts, and/or regularly collects, or attempts to collect, directly or indirectly, debts owed or due, or asserted to be owed or due another.
10. Defendant(s) is involved in the extension of consumer credit.
11. In connection with the alleged debt, Defendant failed to provide proper disclosures and notices, (Notice of the right to RESCIND and CLOSING DISCLOSURES) required under (TILA). Defendant(s) placed "Vehicle Return Agreement" (see exhibit "D") on the alleged agreement disregarding the law. Upon this consumer extensive investigation and research, this consumer discovered that when initiated a consumer credit transaction

with CARVANA to apply and obtain an extension of "CREDIT" by and through a "CREDIT APPLICATION", for this consumer goods purchase, the dealership subsequently submitted a "LOAN APPLICATION" in my name (Identity Theft) resulting in CARVANA receiving an "ADVANCE" (LOAN) in this consumers name establishing an asset account, from CARVANA in return for the assignment of the retail contract (Credit Sale) to BRIDGECREST for deposit into a "LOAN POOL" in turn having the consumer pay back pure profit and covering depreciation.

12. CARVANA and BRIDGECREST illegally used my identity to obtain a "loan" without my consent. This is a direct violation of 18 usc 1028a
13. BRIDGECREST and CARVANA criminal behavior and conduct, deceptive, and misleading documentation and practices, changed the identity of my private consumer transaction into a public commercial transaction for CARVANA and BRIDGECREST profit and gain.
14. Defendant's actions constitute conduct highly offensive to a reasonable person, and as result of Defendant's violations of the FDCPA, defendant is liable to Plaintiff for Plaintiff's actual damages, and statutory damages.

COUNT I – FDCPA

15. Plaintiff repeats and re-alleges each and every allegation contained above.
16. Defendants aforementioned conduct violated the FDCPA.

WHEREFORE, plaintiff prays for relief and judgement, as follows:

- a) Adjudging that defendant violated the FDCPA;
- b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. 1692k in the amount of \$300,000
- c) Awarding plaintiff actual damages, pursuant to 15 U.S.C. 1692k.
- d) Awarding plaintiff's title be released lien free and be compensated for all past payments made toward this alleged debt.
- e) Awarding such other and further relief as the court may deem just and proper.

COUNT II- TILA

17. Plaintiff repeats and re-alleges each and every allegation above.

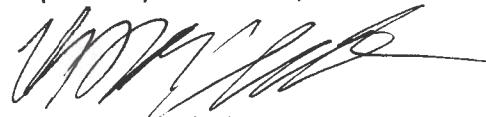
18. Defendant violated TILA in one or more of the following ways:

- f. Knowingly and willfully withholding information from a consumer in a consumer credit transaction. 15 U.S.C 1611
- g. Taking cash in a consumer credit transaction in which a finance charge was involved 15 U.S.C 1605

WHEREFORE, Plaintiff prays for relief and judgement, as follows:

- h. Adjudging that defendant violated TILA
- i. Awarding the plaintiff statutory damages in the amount double the finance charge pursuant to 15 U.S.C. 1640(a)(2)(A) \$22,925.52.
- j. Awarding plaintiff any pre-judgement and post judgement interest as may be allowed under law;
- k. Awarding such other and further relief as the court may deem just and proper.

Respectfully Submitted,



By: Umár Clark

1547 Riverwalk Trail

Apt C

Atlanta, Ga 30349

VERIFICATION

STATE OF GEORGIA)

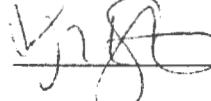
) SS

COUNTY OF CLAYTON.)

Umar Clark being duly sworn, deposes and says, that he is the plaintiff in the within action that he has drafted and read the foregoing complaint and knows the contents thereof: that the same is true of his own knowledge, except as to those matters therein stated to be alleged upon information and belief, and as to those matters he believes them to be true.

Sworn to before me

12th day of March 2021



VERNAYE TAGGART
Notary Public
Reg. # 7874339



Umar Clark



Retail Installment Contract and Security Agreement**Exhibit A**

Seller Name and Address
 CARVANA, LLC
 1026 MARIETTA ST NW
 ATLANTA GA 30318-5506

Buyer(s) Name(s) and Address(es)
 Umar Ibn Hassan Ali Clark
 1547 River Walk Trl
 Atlanta GA 30349-5774

Summary

No. 2000776411
 Date 01/21/2021

Business, commercial or agricultural purpose Contract.

Truth-In-Lending Disclosure

Annual Percentage Rate The cost of your credit as a yearly rate.	Finance Charge The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid when you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your down payment of
27.900 %	\$ 11,462.76	\$ 11,315.58	\$ 22,778.34	\$ 2,600.00 \$ 25,378.34

Payment Schedule. Your payment schedule is:

No. of Payments	Amount of Payments	When Payments are Due	
68	\$ 331.00	monthly beginning	02/21/21
1	\$ 270.34		10/21/26
N/A	N/A		N/A

Security. You are giving us a security interest in the Property purchased.

Late Charge. If all or any portion of a payment is not paid within 10 days of its due date, you will be charged a late charge of the lesser of 5% of the unpaid amount of the payment due or \$50.00.

Prepayment. If you pay off this Contract early, you may will not have to pay a Minimum Finance Charge.

Contract Provisions. You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

Description of Property

Year	Make	Model	Style	Vehicle Identification Number	Odometer Mileage
2013	Toyota	Avalon	Sedan	4T1BK1EB4DU066239	96516
<input type="checkbox"/> New <input checked="" type="checkbox"/> Used <input type="checkbox"/> Demo				Other: N/A	

Description of Trade-In

N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

until maturity. After maturity, or after you default and we demand payment, we will finance charges on the unpaid balance at 27.900 % per year. You agree to this Contract according to the payment schedule and late charge provisions shown in the *Truth-In-Lending Disclosure*. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

Conditional Delivery

Conditional Delivery. If checked, you agree that the following agreement regarding securing financing ("Agreement") applies: N/A

N/A. The Agreement is part of this Contract. The Agreement will no longer control after the assignment is accepted. If there are any conflicts between the terms of the Agreement and the Contract, the terms of this Contract will apply.

Sales Agreement

Payment. You promise to pay us the principal amount of

\$ 11,315.58 plus finance charges accruing on the unpaid balance at the rate of 27.900 % per year from the date of this Contract

Down Payment. You also agree to pay or apply to the Cash Price, on or before the date of this Contract, any cash, rebate and net trade-in value described in the *Itemization of Amount Financed*.

You agree to make deferred down payments as set forth in your Payment Schedule.

Additional Charge. You agree to pay an additional charge of \$ N/A that will be paid in cash. for over the term of the Contract.

Minimum Finance Charge. You agree to pay a minimum finance charge of \$ N/A if you pay this Contract in full before we have earned that much in finance charges.

Itemization of Amount Financed

a. Cash Price of Vehicle, etc. (incl. tax of \$ 857.34)	\$ 13,847.34
b. Trade-in allowance	\$ 0.00
c. Less: Amount owing, paid to (includes k): N/A	\$ N/A
d. Net trade-in (b-c; if negative, enter \$0 here and enter the amount on line k)	\$ 0.00
e. Cash payment	\$ 2,600.00
f. Manufacturer's rebate	\$ 0.00
g. Deferred down payment	\$ 0.00
h. Other down payment (describe) N/A	\$ N/A
i. Down Payment (d+e+f+g+h)	\$ 2,600.00
j. Unpaid balance of Cash Price (a-i)	\$ 11,247.34
k. Financed trade-in balance (see line d)	\$ 0.00
l. Paid to public officials, including filing fees	\$ 68.24
m. Insurance premiums paid to insurance company(ies)	\$ 0.00
n. Service Contract, paid to: N/A	\$ N/A
o. To: N/A	\$ N/A
p. To: N/A	\$ N/A
q. To: N/A	\$ N/A
r. To: N/A	\$ N/A
s. To: N/A	\$ N/A
t. To: N/A	\$ N/A
u. To: N/A	\$ N/A
v. To: N/A	\$ N/A
w. To: N/A	\$ N/A
x. To: N/A	\$ N/A
y. Total Other Charges/Amnts Paid (k thru x)	\$ 68.24
z. Prepaid Finance Charge	\$ 0.00
aa. Amount Financed (j+y-z)	\$ 11,315.58

We may retain or receive a portion of any amounts paid to others.

*[This area intentionally left blank.]***Insurance Disclosures**

Credit Insurance. Credit life and credit disability (accident and health) are not required to obtain credit and are not a factor in the credit decision. We will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below only the coverages you have chosen to purchase.

Credit Life

Single Joint None
Premium \$ _____ N/A Term _____ N/A
Insured _____ N/A

Credit Disability

Single Joint None
Premium \$ _____ N/A Term _____ N/A
Insured _____ N/A

Your signature below means you want (only) the insurance coverage(s) quoted above. If "None" is checked, you have declined the coverage we offered.

N/A N/A DOB
By: _____
N/A N/A DOB
By: _____
N/A N/A DOB
By: _____
N/A N/A DOB
By: _____

VIEW

Property Insurance. You must insure the Property. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The collision coverage deductible may not exceed \$ 1,000.00. If you get insurance from or through us you will pay \$ N/A for N/A of coverage.

This premium is calculated as follows:

\$ N/A Deductible, Collision Cov. \$ N/A
 \$ N/A Deductible, Comprehensive \$ N/A
 Fire-Theft and Combined Additional Cov. \$ N/A
 N/A \$ N/A

Liability insurance coverage for bodily injury and property damage caused to others is not included in this Contract unless checked and indicated.

Single-Interest Insurance. You must purchase single-interest insurance as part of this sale transaction. You may purchase the coverage from a company of your choice, reasonably acceptable to us. If you buy the coverage from or through us, you will pay \$ N/A for N/A of coverage.

may take possession of personal property left in or on the Property act and taken into possession as provided above. You may have a right to property, and we will give you any notice(s) required by law before we dispose of the property.

If the Property has an electronic tracking device, you agree that we may use the device to find the vehicle.

Obligations Independent. Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following:

- ◆ You must pay this Contract even if someone else has also signed it.
- ◆ We may release any co-buyer or guarantor and you will still be obligated to pay this Contract.
- ◆ We may release any security and you will still be obligated to pay this Contract.
- ◆ If we give up any of our rights, it will not affect your duty to pay this Contract.
- ◆ If we extend new credit or renew this Contract, it will not affect your duty to pay this Contract.

Warranty. Warranty information is provided to you separately.

Notices

NOTICE. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

If you are buying a used vehicle: The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Sí compra un vehículo usado: La información que ve adherida en la ventanilla forma parte de éste contrato. La información contenida en el formulario de la ventanilla prevalece por sobre toda otra disposición en contrario incluida en el contrato de compraventa.

Third Party Agreement

(This section applies ONLY to a person who will have an ownership interest in the Property but is NOT a Buyer obligated to pay this Contract ("Third Party Owner").)

In this section only, "you" means only the person signing this section.

By signing below you agree to give us a security interest in the Property described in the *Description of Property* section. You also agree to the terms of this Contract except that you will not be liable for the payments it requires. Your interest in the Property may be used to satisfy the Buyer's obligation. You agree that we may renew, extend or change this Contract, or release any party or Property without releasing you from this Contract. We may take these steps without notice or demand upon you.

You acknowledge receipt of a completed copy of this Contract.

N/A

N/A

By:

Date

Signature of Third Party Owner (NOT the Buyer)

Agreement to Provide Insurance. You agree to provide property insurance on the Property protecting against loss and physical damage and subject to a maximum deductible amount indicated in the *Insurance Disclosures* section, or as we will otherwise require. You will name us as loss payee on any such policy. Generally, the loss payee is the one to be paid the policy benefits in case of loss or damage to the Property. In the event of loss or damage to the Property, we may require additional security or assurances of payment before we allow insurance proceeds to be used to repair or replace the Property. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You will keep the insurance in full force and effect until this Contract is paid in full.

If you fail to obtain or maintain this insurance, or name us as loss payee, we may obtain insurance to protect our interest in the Property. This insurance may be written by a company other than one you would choose. It may be written at a rate higher than a rate you could obtain if you purchased the property insurance required by this Contract. We will add the premium for this insurance to the amount you owe us. Any amount we pay will be due immediately. This amount will earn finance charges from the date paid at the post-maturity rate described in the *Payment* section until paid in full.

Gap Waiver or Gap Coverage. In the event of theft or damage to the Vehicle that results in a total loss, there may be a gap between the amount due under the terms of the Contract and the proceeds of your insurance settlement and deductibles. You are liable for this difference. You have the option of purchasing Gap Waiver or Gap Coverage to cover the gap liability, subject to any conditions and exclusions in the Gap Waiver or Gap Coverage agreements.

Exhibit C

Violation

15 USC 1605(a)(C)

[This area intentionally left blank.]



CARVANA

Vehicle Return Agreement

Date:	Year:	2013
Account #:	Make:	Toyota
Stock #:	Model:	Avalon
Name:	VIN:	4T1BK1EB4DU066239
Address:	Odometer Delivery:	0
City, State, Zip:	Odometer Return:	

By signing below you agree to return the Vehicle listed above and agree to rescind the Retail Installment Contract. In doing so, you agree you have fulfilled all of the terms and conditions listed below and understand that if you have not fulfilled all of the terms and conditions listed below you are not entitled to return the Vehicle. You also agree to execute any documents necessary to effectuate the rescission and refund, and as reasonably required to comply with applicable law.

Vehicle Return Program

We will give you the ability to return the Vehicle to Carvana and terminate this retail installment contract so long as you return the Vehicle:

1. You alert Carvana prior to 5pm EST on the 7th calendar day after purchase;
2. You make the Vehicle available for pick-up by a Carvana representative at a pre-determined time and location the following business day;
3. The Vehicle is free of all liens and encumbrances other than the lien created by this retail installment contract;
4. The Vehicle is in the same condition you received it except for reasonable wear and tear and any mechanical problem that becomes evident after delivery that was not caused by you;
5. You have not driven it more than 400 miles;
6. The Vehicle is without damage or having been in an accident;
7. If the Vehicle is driven more than 400 miles, at Carvana's election you will pay \$1.00 for each mile the Vehicle was driven over 400 miles. If you return your vehicle and had traded in a vehicle to us, we will return your trade to you only after you paid all fees required for the return of the Vehicle. Required fees may not be paid by personal check. Required fees will be deducted from your down payment refund. If you paid your down payment via ACH transaction, we will pay you and/or return your trade in by the earlier of (a) when you provide evidence that the ACH transaction has cleared, or (b) 15 business days after your purchase of the Vehicle. So long as you meet all conditions for return of the Vehicle outlined above, Carvana will not report this account to the credit bureaus.
8. You are responsible for paying excess mileage charged if you did not give Carvana a down payment for your vehicle purchase and you drove the vehicle more than 400 miles during the 7 day Return Guarantee period. Carvana will collect the amount owed in a onetime ACH transaction. Please complete and sign the attached ACH form and give it to: Carvana Sales Advocate. All completed forms will be faxed to: 1-866-221-3833, and processed within 24-48 hours.

Settlement Statement:

Total Down payment received (less trade-in): \$ _____ Vehicle Return Date: _____

(-) Over mileage fee as described above: \$ _____ Vehicle Return Time: _____

Total refund due to customer: \$ _____

Buyer Signature: _____ Date: _____

Dealer refuses to accept return of the vehicle and rejects the exercise of the contract termination option for the following reasons:

- Returned late: Attempted return date: _____ time: _____
- Mileage limitation exceeded: Mileage at attempted return: _____
- Vehicle not in the same condition as delivered
- Customer refused to pay required fees
- Other Describe: _____

Dealer Signature: _____ Date: _____

Exhibit E

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>											
For delivery information, visit our website at www.usps.com											
Tempe, AZ 85281											
OFFICIAL USE											
<p>Certified Mail Fee \$3.60</p> <p>Extra Services & Fees (check box, add fee as appropriate)</p> <table> <tr> <td><input type="checkbox"/> Return Receipt (hardcopy)</td> <td>\$ 7.00</td> </tr> <tr> <td><input type="checkbox"/> Return Receipt (electronic)</td> <td>\$ 0.00</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td>\$ 0.00</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Required</td> <td>\$ 0.00</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td>\$ 0.00</td> </tr> </table> <p>Postmark Here</p> <p>0075 29 JAN 25 2021</p> <p>01/25/2021</p> <p>Postage \$0.55</p> <p>Total Postage and Fees \$7.00</p> <p>Sent To Carvana Csgc Street and Apt. No., or PO Box No. 1730 W 17th Street, Phoenix, AZ 85281</p> <p>City, State, ZIP+4 Tempe, AZ 85281</p>		<input type="checkbox"/> Return Receipt (hardcopy)	\$ 7.00	<input type="checkbox"/> Return Receipt (electronic)	\$ 0.00	<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00	<input type="checkbox"/> Adult Signature Required	\$ 0.00	<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$ 7.00										
<input type="checkbox"/> Return Receipt (electronic)	\$ 0.00										
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00										
<input type="checkbox"/> Adult Signature Required	\$ 0.00										
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00										

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature</p> <p><i>X um me</i></p> <p><input type="checkbox"/> Agent</p> <p><input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)</p> <p><i>MONICA WIL</i></p> <p>C. Date of Delivery</p>	
<p>1. Article Addressed to:</p> <p><i>Carvana Corp</i></p> <p><i>1930 W Rio Salado</i></p> <p><i>PKWY</i></p> <p><i>Tempe, AZ 85281</i></p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	

